

**SECTION B
SUPPLIES OR SERVICES**

B-2 GOVERNMENT FURNISHED PILOT

Contractor will ☐ will not ☒ authorize performance of work under the agreement by a Government Pilot. Notice Government requirements in Section C-39.

Flight rate w/o Pilot: _____
2015 2016 2017 2018 2019

B-3 HOME BASE (Base from which aircraft would normally be available)

Offeror shall enter the principle base of operation reflected in their 135 Operation Specifications. The location reflected shall be a physical location located within 50 miles of the Regional boundary. The same aircraft number will not be awarded/administered under more than one Forest Service CWN agreement.

795 - Fort Benton Airport (149 Signal Pt. Rd.) MT
Location (Physical Address) State

Note: The Government may inspect the offeror's operation and maintenance facilities prior to award. Offerors must be located within the regional boundary to maintain Regional Forest Service oversight. The Forest Service provides oversight for its aviation operations and is the responsible agency for these operations. As such the Regional Airworthiness and Pilot inspector have to have access to inspect preaward, and during the life of the agreement.

B-4 MAINTENANCE CAPABILITY

Offeror/Quoter shall provide the name and address of the Director of Maintenance and the repair facility intended to be used during the performance of this agreement:

DIRECTOR OF MAINTENANCE (NAME)	BUSINESS ADDRESS
Steve Layton CELL PHONE No.	Chester, MT 59522 Phone No. 406-759-5187 Fax No.

REPAIR FACILITY	BUSINESS ADDRESS
Taylor Aviation, Inc.	149 Signal Point Fort Benton, MT 59442 Phone No. 406-622-5682 Fax No. 406-622-5460

Note: The Government may inspect the offeror's operation and maintenance facilities prior to award and during the life of the agreement.

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B-5 EXCISE TAXES

Excise taxes shall be included in your agreement price IAW FAR Clause 52.212-4(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

B-6 PERFORMANCE PERIOD

It is contemplated that any Basic Ordering Agreement (BOA) resulting from this solicitation will be in effect for a period of up to five years. The establishment of this BOA is anticipated by June 2015. The initial pricing will be in effect for 12 months after the date of award.

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C-1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant BOA is to obtain services on a CWN basis of light fixed wing aircraft fully operated by qualified contractor personnel and equipped to meet specifications for use in administration and protection of Public Lands throughout the Northern Rockies Region (Region 1).

(b) The aircraft furnished may be used for fire support, project, law enforcement, and administrative flights. If the Contractor agrees to perform law enforcement flights, such agreement shall be in writing.

(c) The Government has Interagency and Cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this agreement for such use.

C-2 GENERAL CERTIFICATIONS

(a) Contractors shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Aircraft offered shall be listed by make, model, series, and registration number on the Operators 135 Certificate. Aircraft listed as optional equipment need not be listed on the 135 certificate until they are added to this agreement by modification.

(b) Aircraft shall conform to its approved type design, be maintained and operated in accordance with the requirements of the 14 CFR 135 notwithstanding the aviation regulations of the States in which the aircraft may operate.

C-3 GOVERNMENT FURNISHED PROPERTY

(a) If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) FAR Clause 52.245-1 (AUG 2010).

C-4 AIRCRAFT REQUIREMENTS

(a) Aircraft Performance Requirements

(1) Single engine aircraft shall have a power loading of not more than 13.5 pounds perhorse power.

(2) Multi engine aircraft shall be capable of at least 200 horse power per engine; anyengine developing less than 240 horse power shall be turbo/super charged.

(3) Each takeoff shall meet aircraft climb performance requirements of 14 CFR 91.

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(b) Aircraft condition and equipment. The aircraft shall be in airworthy condition throughout the performance period. All equipment required for original certification shall be installed and operable or be deferrable by an FAA approved Minimum Equipment List (MEL).

- (1) All aircraft furnished under this agreement shall be operable, free of damage, and in good working order. Aircraft systems and components shall be free of leaks, except within limitations specified by the manufacturer.
- (2) The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, cracks, or other damage to the interior. All interior materials shall meet FAA standards.
- (3) The aircraft exterior finish, including the paint, shall be clean, neat, and in good condition (i.e., no severe fading or large areas of flaking or missing paint etc.) Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.
- (4) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable as permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.
- (5) Fire extinguishers, as required by 14 CFR 135.155, shall be hand-held bottle(s), with a minimum of 1.5 lbs capacity and 2-B:C rating. Fire Extinguishers shall be maintained in accordance with current NFPA 10 standards and mounted with a quick release attachment accessible to the flight crew while seated.
- (6) Each aircraft shall carry current copies of the following:
 - (i) Basic Ordering Agreement and all modifications.
 - (ii) Department of Transportation (DOT) Special Permit, the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068) and the Emergency Response Guide (ERG) if required.
 - (iii) Aeronautical charts covering area of operation.

Note: The use of electronic flight bags is hereby authorized providing the following conditions are met:

- EFB's used in the aircraft are FAA approved.
- All other contract items are readily available to the vendor and agency crew (tablet style devices only, no laptops).
- Vendors must keep the device adequately charged to allow normal use and have a means of charging the device readily available without reliance on the government.
- Common 7 inch tablets are the minimum size allowed; smart phones may not be used to meet this requirement.

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(7) Flight Hour Meter. Each aircraft shall be equipped with a flight hour meter, installed in a location observable by the pilot and front seat observer while seated. The meter shall measure actual flight time from takeoff to landing in hours and tenths.

(8) Cargo Restraint. The Contractor shall furnish tie downs, net(s), or cargo straps meeting requirements of 14 CFR to restrain cargo while in flight.

(9) Safety Belts. The aircraft furnished under this agreement shall have safety belts for all occupants and shoulder harnesses for front seat occupants meeting requirements of 14 CFR. The shoulder strap and lap belt shall fasten with a metal to metal single point quick release mechanism. Military style harnesses are acceptable. All occupants shall meet the above requirements during takeoffs and landings, when flying within 1,000 feet of the ground, and at other times as specified by the Pilot.

Lap belt and shoulder harness condition; the following are NOT acceptable:

- (i) Webbing. Webbing that is frayed 5 percent or more, torn webbing, crushed webbing, swelled webbing that results in twice the thickness of original web, or if difficult to operate through hardware, creased webbing (no structural damage allowed), and sun deterioration if it results in severe fading, brittleness, discoloration, and stiffness.
- (ii) Hardware. Buckle or other hardware is inoperable, nylon bushing at shoulder harness-to-lap belt connection missing or damaged, fabricated bushings or tie wraps used as bushings, rust/corrosion if not minor in nature, wear beyond normal use.
- (iii) Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.
- (iv) Technical Standard Order (TSO) Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.
- (v) Age. Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition and not life limited.

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(10) First Aid Kit (Aeronautical). First aid kit shall be in a dust-proof and moisture-proof container. The kit shall be readily accessible to the Pilot and passengers. At a minimum, the contents shall include the following items:

Item Description	Quantity
Adhesive bandage strips (3 inches long)	8
Antiseptic or alcohol wipes (packets)	10
Bandage compresses, (4 inches)	4
Triangular bandage compresses, 40 inch (sling)	2
Roller bandage, 4 inch x 5 yards (gauze)	2
Adhesive tape, 1 inch x 5 yards (standard roll)	1
Bandage scissors	1
Body Fluids Barrier Kit:	1
2-pair of non-latex surgical gloves	
1-face shield	
1-mouth-to-mouth barrier	
1-protective gown	
2-antiseptic towelettes	
1-biohazard disposal bag	

Note: Splints are recommended if space permits.

Kits may be commercially available types which are FAA approved for the appropriate number of crew and passengers carried.

(11) Survival Kit. Aircraft shall have sufficient equipment to sustain personnel for a 24-hour period. As a minimum, the survival kit shall include the following:

- Knife
- Signal Mirror
- Aviation-type Signal Flares (6-each)
- Matches (2-small boxes in waterproof containers)
- Magnesium Fire Starter
- Space Blanket (1-per occupant)
- Water (1-quart per occupant – not required when operating over areas with adequate drinking water)
- Collapsible Water Bag

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- Food (2-days emergency rations per occupant)
- Candles
- Whistle
- Nylon Rope or Parachute Cord (50 feet)

Suggested additional survival kit items (appropriate to the geographic area.)

- Individual First Aid Kit
- Container w/carrying Handle or Straps
- Large Plastic Bags
- Signal Panels
- Flashlight with Spare Batteries
- Hand Saw or Wire Saw
- Collapsible Shovel
- Sleeping Bag (1-per two occupants)
- Survival Manual
- Snowshoes
- Axe or Hatchet
- Insect Repellant
- Insect Head net (1-per occupant)
- Gill Net/Assorted Fishing Tackle
- Personal ELT
- Sunscreen

Note: A hand-held 760 channel VHF transceiver radio or satellite phone is recommended. It should be located on a crewmember rather than placed in the aircraft survival kit.

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C-5 AIRCRAFT MAINTENANCE

- (a) All aircraft shall be maintained to 14 CFR Part 43, 91, and 135 standards. The Contractor shall provide or arrange for sufficient maintenance capability to keep the aircraft in airworthy condition.
- (b) The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this agreement.
- (c) Aircraft operated with components and accessories on FAA approved Time Between Overhaul (TBO) extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- (d) Compliance with applicable mandatory manufacturer's service bulletins, alert service bulletins, and safety of flight bulletins as required by FAA Operations Specifications; FAA Airworthiness Directives (AD); and the correction of maintenance deficiencies shall be accomplished prior to delivery and continue during agreement period of performance. If referenced in Section B, schedule of items, additional mandatory manufacturer's service bulletins, alert service bulletins or safety of flight bulletins shall be required.
- (e) All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 135; Advisory Circular (AC) 43.13, and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under 14 CFR Part 135 Operations Specifications.
- (f) A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Home Base or maintenance facility.
- (g) A functional check flight shall be performed at the Contractor's expense following overhaul, repair, and replacement of any engine (installations of reciprocating engines that are new, rebuilt, or overhauled shall accumulate 3-hours of operation, including 2 hours in flight, prior to Government use), power train, or control equipment, and following any adjustment of the flight control systems before the aircraft resumes service under this agreement. The result of any test flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported to the U.S. Forest Service Aircraft Maintenance Inspector (AMI) before the aircraft is returned to availability.
- (h) When any non-scheduled maintenance or repairs are performed due to mechanical or equipment deficiencies, an AMI and the Contracting Officer (CO) shall be notified for "return to agreement available" status, before the aircraft performs under the agreement.
- (i) The Interagency Airplane Data Record Card or Point-to-Point Aircraft Data Card shall be posted inside the aircraft.
- (j) The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft every 36 calendar months for multi-engine aircraft. Mission Use Only single engine aircraft shall be weighed within the previous 5 years. All weighing of aircraft shall be performed on scales that have been certified within the previous 12 months. The certifying agency may be any accredited weights and measures laboratory.

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(k) Authorized Break. During the standby period, requirements may be modified by the CO to allow Contractor's personnel time off away from the assigned work location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to Standby upon request. Requests will be coordinated with the appropriate regional maintenance inspector. For Exclusive use aircraft with a MAP of 120 days or more, no more than 2 periods or breaks of 48 hours each maximum shall be allowed during the MAP without penalty and must be coordinated with the CO or COR. For those aircraft contracted with a MAP of less than 120 days, 1 period or break of 2 days (48 hours) will be allowed. For "Call When Needed" aircraft there will be no authorized break or period unless the aircraft has been assigned for 18 consecutive or more days and is coordinated with the CO and the regional AML. The maximum allowed break or period for "call when needed" aircraft shall not exceed 24 hours. The authorized absence during the map for any exclusive use aircraft to transition from assigned locations will not be used for any of these allowed maintenance periods.

(l) Mechanics assigned to work on aircraft shall have appropriate FAA certification and ratings or if at 145 Repair Station shall at all times be working in the presence of one so certified and rated.

C-6 AIRCRAFT AND EQUIPMENT SECURITY

(a) The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.

(b) Aircraft shall be electrically and/or mechanically disabled by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight.

(c) Examples of Unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24 at:

www.nifc.gov/NIICD/documents.html

C-8 FURNISHED AVIONICS SYSTEMS

The following required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards. Point-to-point flights require no additional systems other than those required by 14 CFR Part 135. Aircraft operating to or from airfields or airstrips designated as Category 4 and are not otherwise conducting special use flights must meet the requirements of C-8(a) and C-8(b).

Special Use flights require the following avionics systems dependent upon the type of mission flown (Resource Reconnaissance, Fire Reconnaissance, or Air Tactical) in addition to those

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requirements specified in 14 CFR Part 135. Sections C-8(a) through C-8(d) list required equipment and capabilities for various missions. Section C-8(e) lists specifications to meet those mission driven requirements. Review Section B-1 and C-8(a) through C-8(d) for applicability then follow the specifications in Section C-8(e) to meet those requirements.

(a) Aircraft Avionics. The use of VHF-FM mobile (vehicle type) radios in aircraft is prohibited.

(b) Aircraft operating to or from airfields or airstrips designated as Category 4 and are not otherwise conducting a type of reconnaissance flight, Resource Reconnaissance, Fire Reconnaissance, and other special mission aircraft shall be configured as required by use defined in this section. The operating capabilities of this equipment shall be that as defined below:

(1) All aircraft operating to or from airfields or airstrips designated as Category 4, Resource Reconnaissance, Fire Reconnaissance, and other special mission aircraft:

(i) An Emergency Locator Transmitter (ELT).

(ii) An Aeronautical VHF-AM Radio Transceiver (VHF-1).

(iii) Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).

(iv) A GPS Unit.

(v) An Automated Flight Following (AFF) system.

and

(vi) One (minimum) VHF-FM Aeronautical Antenna.

or

(vii) Provisions for one (minimum) Auxiliary VHF-FM Portable Radio (AUX-FM).

or the following three (3) items.

(viii) An Audio Control System.

(ix) An Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1). Only FHP aircraft may use certain analog aeronautical VHF-FM radio transceivers.

(x) An Intercommunications System.

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(2) Additional Fire Reconnaissance Requirements. Fire Reconnaissance aircraft shall have a dedicated Air Guard receiver. This shall be accomplished by any of the following:

(i) The Contractor shall furnish two (minimum) VHF-FM Aeronautical Antennas.

and

(ii) The Government (e.g. dispatching office) shall furnish two (minimum) portable P25 digital VHF-FM radios with female BNC-to-appropriate radio antenna adapters (i.e. The B/K DPH would use a Pomona 3837 (some marked POMONA4160) or equivalent). The first radio would be for operational use and the second would be set solely for Air Guard use.

or

(iii) The Contractor shall install provisions for two (minimum) Auxiliary VHF-FM Portable Radios (AUX-1 & AUX-2).

and

(iv) The Government (e.g. dispatching office) shall furnish two (minimum) portable P25 digital VHF-FM radios with appropriate AUX-FM radio adapter cables. The first radio would be for operational use and the second would be set solely for Air Guard use.

or the following three (3) items

(v) An Audio Control System.

(vi) An Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1)

(vii) An Intercommunications System. (c) Air Tactical Aircraft. All Air Tactical aircraft shall be configured as required by Type(s) defined in this section. The operating capabilities of this equipment shall be that as defined below.

(c) Air Tactical Aircraft. All Air Tactical aircraft shall be configured as required by Type(s) defined in this section. The operating capabilities of this equipment shall be that as defined below:

(1) All Air Tactical Types:

(i) An Emergency Locator Transmitter (ELT).

(ii) Two 760 channel Aeronautical VHF-AM Radio Transceivers (VHF-1 & VHF-2).

(iii) Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).

(iv) A Transponder, Altitude Encoder and Static Systems.

(v) An Automated Flight Following (AFF) system.

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Note: Regardless of available aircraft equipment or capabilities, Supplemental Air Attack Kit installations in any Type shall not elevate the aircraft's capability beyond that Type for which the aircraft would normally be carded, if the supplemental radio kit were removed.

Note: If an approved Traffic Advisory System (TAS) is furnished, the aircraft shall be identified as a "Type I with TAS" or a "Type II with TAS".

(2) Type I:

- (i) A Panel Mounted GPS Unit.
- (ii) Separate Audio Control Systems for the PIC and SIC/ATGS.
- (iii) A set of audio/mic jacks with PTT capability in the rear seat for an ATGS instructor connected to the SIC/ATGS's audio control system. A separate Audio Control System for the instructor is acceptable.
- (iv) Two permanently installed Aeronautical P25 Digital VHF-FM Radio Transceivers (FM-1 & FM-2).
- (v) An Intercommunication System

and either

- (vi) Provisions for an Auxiliary VHF-FM Portable Radio (AUX-1).

or

- (vii) A third Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-3).

(3) Type II:

- (i) A Panel Mounted GPS Unit.
- (ii) Separate Audio Control Systems for the PIC and SIC/ATGS.
- (iii) A set of audio/mic jacks with PTT capability in the rear seat for an ATGS instructor connected to the SIC/ATGS's audio control system. A separate Audio Control System for the instructor is acceptable.
- (iv) One permanently installed Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1).
- (v) An Intercommunication System

and either

- (vi) Provisions for an Auxiliary VHF-FM Portable Radio (AUX-1).

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or

(vii) A second Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-2).

(4) Type III:

(i) A GPS unit.

(ii) An Audio Control System.

(iii) A permanently installed Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1).

(iv) An Intercommunications System.

(5) Type IV:

(i) A GPS unit.

(ii) An Audio Control System.

(iii) Two VHF-FM Aeronautical Antennas.

(iv) An Accessory Power Source.

(v) The floor space between the PIC and SIC/observer seats shall be free of all obstructions for Supplemental Air Attack Kit installation.

Note: If the Contractor provides an approved Supplemental Air Attack Kit, the aircraft shall be identified as a "Type IV with radio kit".

(e) Specifications. These are the definitions of acceptable equipment for those configurations defined above.

All required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of this section.

(1) ACCESSORY POWER SOURCE. A power connector (MS3112E12-3S) protected by a 10 amp circuit breaker directly connected to the avionics or aircraft power buss. The connector shall be permanently mounted in a location convenient to the SIC/observer. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground, and Pin C shall be +12 VDC in 12 VDC aircraft. NEVER apply power to both Pins A and C simultaneously. See FS/AMD-A16 available at: www.nifc.gov/NIICD/documents.html

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(2) COMMUNICATION SYSTEMS

(i) Emergency Locator Transmitter (ELT). An automatic-portable/automatic-fixed or automatic-fixed ELT utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-91 are not acceptable.

Note: After January 31, 2009, only ELTs transmitting on 406 MHz (TSO-C126 type) will be detected by satellites. The FAA recommends that any new ELT be a TSO-C126 type with a GPS/FMS interface and be registered with the National Oceanic and Atmospheric Administration (NOAA).

(ii) Aeronautical VHF-AM Radio Transceiver (VHF). A panel mounted aeronautical VHF-AM radio transceiver operating in the frequency band of 118.000 to 136.975 MHz, with a minimum of 760 channels in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power. For aircraft operating to or from airfields or airstrips designated as Backcountry, Resource Reconnaissance, and Fire Reconnaissance aircraft where a second VHF-AM radio is required (VHF-2), the second radio may be a 720 channel transceiver. All Air Tactical aircraft shall utilize only 760 channel transceivers. **All Air Tactical aircraft shall utilize only 760 channel transceivers.**

(iii) Aeronautical P25 Digital VHF-FM Radio Transceiver (FM). For a list of currently acceptable VHF-FM radios, visit: www.nifc.gov/NIICD/documents.html

(A) The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of wide-band (25 kHz bandwidth/5 kHz modulation), narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) and P25 digital operation by channel for MAIN and AIR GUARD operation. Transceivers shall be set to operate in the narrowband mode (typically indicated with a lower case "n") unless local requirements dictate otherwise.

(B) Carrier output power shall be 6 to 10 watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and AIR GUARD. Simultaneous monitoring of both MAIN and AIR GUARD (b)(7)(F) required. Scanning of AIR GUARD is not acceptable. AIR GUARD communications may only be used for: Emergencies; initial call; recall; and redirection.

(C) A CTCSS sub-audible tone encoder with a minimum of 32 standards selectable tones, meeting the current TIA/EIA-603 standard, shall interface with the above transceiver. The encoder shall encode a 110.9 Hz tone on all AIR GUARD transmissions.

(D) The transceiver's operational controls shall be mounted in a location that is convenient to both PIC and SIC/observer.

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(E) Aircraft having two or more Aeronautical P25 Digital VHF-FM Radio Transceivers (FM-1 & FM-2) need only have an AIR GUARD receiver in one transceiver. This paragraph is not applicable to Air Tactical aircraft.

(F) The following Aeronautical P25 Digital VHF-FM Radio Transceivers are known to be acceptable.

Technisonic Industries	TDFM-136 TDFM-136A
Northern Airborne Technology	NPX136D-070

(G) All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this agreement shall be P25 digital. Only P25 digital compliant transceivers will be acceptable. Aeronautical P25 Digital VHF-FM Radio Transceivers shall meet FS/AMD A-19. The requirements can be found at: www.nifc.gov/NIICD/documents.html.

(H) All P25 digital radios will operate with current software as listed on www.nifc.gov/NIICD/hotsheet/hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer.

As an example, Technisonic releases a new software version for their TDFM-136 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all TDFM-136 radios must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until the end of the following year.

(I) FHP aircraft may use certain analog aeronautical VHF-FM radio transceivers if the aircraft is used solely for FHP operations. These radios shall meet all requirements of the Aeronautical P25 Digital VHF-FM Radio Transceiver specifications applicable to analog aeronautical radios. The only analog radios acceptable for FHP use are:

Technisonic Industries	TFM-138B TFM-500
Northern Airborne Technology	NTX138-070

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(iv) Provisions for Auxiliary VHF-FM Portable Radio (AUX-FM):

(A) The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s) (AUX). The interface shall consist of the appropriate wiring from the audio control system, terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/AMD-17 ; AUX-FM RADIO INTERFACE, at the following website: www.nifc.gov/NIICD/documents.html

(B) A weatherproof, external, broadband antenna (Comant type CI-177-1 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.

(C) Mounting facilities, in accordance with the specifications of FAA Advisory Circular AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (www.helifire.com) AUX-EPH-RB or equivalent).

The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the SIC/observer full and unrestricted movement of the radio's controls.

(D) Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).

(E) In lieu of the above AUX-FM requirements, the Contractor may substitute an Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-2). On Type I air attack platforms the AUX FM may be substituted by an additional P25 FM radio.

(F) If the AUX-FM specifications are intended for 700-800 MHz, UHF, or Low Band use, the appropriate antenna shall be used (see specifications below) and the audio control(s) shall be labeled accordingly (800/UHF/LB).

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(v) VHF-FM Programming Port

(A) Each required Aeronautical P25 Digital VHF-FM Radio Transceiver shall be equipped with a conveniently located programming port to facilitate programming via a Government owned laptop computer. The port(s) shall be protected from accidental damage via contact, be hard-wired to the transceiver(s), not require the reconnection of any cables for utilization, and must be conveniently located for ease of use (typically by the SIC/observers position). Use of a FM-1/FM-2 programming switch is permitted.

(B) The contractor shall also furnish appropriate cables of adequate length, and/or any necessary adapters, to interconnect the aircraft programming port(s) to the serial and/or USB port(s) of the Government laptop computer as required. The Government is responsible for providing their own radio programming software.

Note: The "DIN" type connector on the front panel of TDFM-136 and early models of TDFM-136A radios are part of an encryption feature and cannot function as a programming port. The DIN connector on TDFM-136A radios, serial number FDA1200 and higher, can be utilized for radio programming.

(vi) Automated Flight Following (AFF)

(A) An Automated Flight Following (AFF) system compatible with the government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

(B) The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an internally or externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the PIC. Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

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(C) AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada shall have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

(D) The Contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The Contractor shall register their AFF equipment with the Fire Applications Help Desk (FAHD) Help Desk providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information.

If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the FAHD making the appropriate changes prior to aircraft use.

In all cases, the Contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the FAHD of system changes, scheduled maintenance, and planned service outages.

(E) Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FAHD can be reached at 866-224-7677.

(F) Prior to the aircraft's annual agreement inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD.

(G) This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contract.asp> with the same force and effect as if they were presented as full text herein.

(vii) VHF-FM Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-177-1 or equivalent) operating from 150 to 174 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

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(viii) Supplemental Air Attack Kits. See the appropriate Specification sections in this agreement for specification requirements. Any supplemental Air Attack kit shall consist of all the following (as a minimum):

- (A) An Aeronautical P25 Digital VHF-FM Radio Transceiver.
- (B) An Auxiliary VHF-FM Portable Radio (AUX-FM) interface. Provisions under the Auxiliary VHF-FM Portable Radio specifications for a VHF-FM antenna are not applicable.
- (C) Separate audio control systems for the PIC and SIC/ATGS. The first control position shall be for the aircraft's audio control system followed by the supplemental Air Attack kit's transceivers (i.e. VHF, FM1, FM2, AUX, etc.).
- (D) A remote set of audio/mic (JJ-034/JJ-033) jacks with PTT capability and a volume adjustment in the rear of the kit for an ATGS instructor connected to the SIC/ATGS's audio control system. A separate audio control system for the instructor is acceptable.
- (E) An intercommunication system supporting for all required positions.
- (F) A power cord terminated with an MS3116F12-3P connector wired to mate with an Accessory Power Source connector. The supplemental Air Attack kit shall be able to operate on both +12 VDC and +24 VDC, although not simultaneously.
- (G) Audio (PJ-055) and Mic (PJ-068) type plugs for connection to an aircraft's audio system. The mic plug shall be capable of PTT operation.
- (H) The PIC and SIC/ATGS's mic jacks (JJ-033) shall have PTT capability.
- (I) Bulkhead mounted female BNC connectors on the side of the kit for each installed Aeronautical P25 Digital VHF-FM Radio Transceiver for connection to the VHF-FM Aeronautical Antenna connection(s).
- (J) Newly constructed supplemental radio kits shall meet applicable portions of 14 CFR 23.853 and 23.855 for interior and cargo compartment flame survivability.
- (K) A means of securing the supplemental radio kit, while in flight, meeting FAA Advisory Circular AC 43.13-2A.

(ix) A conventional UHF Aeronautical Transceiver (UHF) operating in the frequency range of 406 to 512 MHz, which provides selection of either narrow-band (12.5 kHz) or wide-band (25.0 kHz) channel spacing operation on each channel. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

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(x) VHF Low Band Aeronautical Transceiver (LB) operating in the frequency range of 32 to 50 MHz, with channel spacing of 20 kHz. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

(xi) Non-Standard Aeronautical Radio Transceivers. There are too many types of radio systems available to create specifications for each type. Therefore, when a Non-Standard Aeronautical VHF-FM, UHF, or 700-800 MHz Radio Transceiver is required, the Contractor shall provide the appropriate panel mounted aeronautical radio, with appropriate externally mounted antenna, connected to the aircraft audio control system(s) for the PIC and SIC/observer.

The Non-Standard Aeronautical Radio Transceiver shall fully communicate (excluding encryption) with the listed agency on the specified frequency band. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

(xii) 700-800 MHz Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-285 or equivalent) operating from 721 to 898 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(xiii) UHF Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-275 or equivalent) operating from 406 to 512 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(xiv) Low Band Aeronautical Antenna. A broadband aeronautical antenna (Dayton-Granger 720061 or equivalent) operating from 32 to 50 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(3) NAVIGATION SYSTEMS

(i) Global Positioning System (GPS)

(A) Handheld GPS Unit. Handheld GPS units shall be: located conveniently to the PIC; the database shall not be over one (1) year old; use an antenna mounted separately from the handheld GPS receiver; utilize WGS-84 datum; reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode; and use aircraft power that is circuit protected. The GPS unit shall have the ability for manual entry

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of waypoints in flight. The antenna shall receive telemetry in all flight regimes [Note: It is highly recommended that the antenna be a permanently mounted, external, aviation type]. The handheld GPS receiver, antenna, and all loose wires shall be secured and not present a safety hazard. Installations shall be in accordance with the AVIONICS INSTALLATION AND MAINTENANCE STANDARDS section.

(B) Panel Mounted GPS Unit. A panel-mounted GPS shall be permanently installed in the aircraft where the PIC and SIC/observer can clearly view the display.

The GPS shall: utilize WGS-84 datum; reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS unit shall have the ability for manual entry of waypoints in flight. The GPS shall have a data base (VFR and in route units not over one (1) year old and IFR approach units not over 28 days old) covering the continental United States and Alaska. Handheld and/or marine type equipment is not acceptable.

(C) GPS with Moving Map. In addition to the above Panel Mounted GPS Unit requirements, the moving map's display shall be at least three inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features (i.e. coastlines, cities, railroads, roads, lakes, rivers, etc.). If the moving map display is a separate unit from the GPS receiver, it shall utilize GPS data from the GPS or (if utilizing an internal GPS receiver) shall adhere to the GPS data requirements for the above listed GPS unit.

(D) GPS Data Connector. A GPS data connector shall be installed for the purpose of external data retrieval by a GIS laptop computer. The connector shall be a DB-9F type D sub-connector and shall be wired for RS-232C serial format for laptop computers (pin 2-transmit data, pin 3-receive data if applicable, and pin 5-ground) and shall be mounted in a location convenient to the observer.

(ii) Transponder and Altitude Encoder. An ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215(a) and (b) and tested and inspected per 14 CFR 91.413.

(iii) Static Systems. Although the aircraft to be provided may not be certified for IFR flight, the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system shall be maintained in accordance with the IFR requirements of 14 CFR 91.411 and inspected and tested every 24 calendar months as specified by 14 CFR Part 43, appendices E and F.

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(iv) Traffic Advisory System (TAS). An active TAS shall be installed in the aircraft. The system shall be a TSO certified system using active surveillance interrogation and meet the following minimum requirements:

(A) The system shall have antennas providing a 360-degree view while minimizing airframe shadowing. The system must be capable of receiving targets both above and below the aircraft.

(B) The system shall allow operator range selection of 2 NM or less. The maximum range shall be at least 10 NM.

(C) The system shall utilize a panel mounted multifunction display (MFD) or the systems own display unit situated for convenient scan reference by the PIC and SIC. Ryan and Avidyne units shall utilize a MFD.

(D) The system shall be connected to the aircraft's audio control system(s) providing traffic alert audio to (minimally) the PICs audio control system.

(4) AUDIO CONTROL SYSTEM(S)

(i) General

The audio control system shall provide the specified operator(s) with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for each required system (e.g. VHF-1, VHF-2, FM-1, FM-2, AUX, etc.).

(ii) Transmitter Selection and Operation

Transmitter selection controls shall be provided to the specified operator(s) for microphone/PTT inputs. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the operator as well as for cross-monitoring via the corresponding receiver selection switch on other audio control systems (if required). Multiple audio control systems shall be configured so that the operators may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT.

(iii) Receiver Selection and Operation

Reconnaissance aircraft shall have a receiver audio selector(s) for all required receivers. Air Tactical aircraft shall have separate receiver selection controls providing the required operator's audio from one or any combination of all required receivers. Any passenger positions, if required, shall monitor the receiver(s) as selected by the PIC (single system) or SIC/observer's (multiple systems) audio control panel. The instructor, if required, shall monitor the receiver's as selected by the SIC/observer's audio control panel unless the instructor's position has/requires a separate audio control panel.

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Performance specifications for receiver audio to all earphone connectors are specified in, FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. See www.nifc.gov/NIICD/documents.html

(iv) Radios and Systems

As a minimum, the audio control system(s) shall provide for selection of all installed radios and PA systems. The instructor's audio control, if required, does not have to receive NAV inputs.

(v) Earphones and Microphones

The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones. All earphone jacks in the aircraft shall be JJ-034 type and all microphone jacks shall be JJ-033 type. Jack pairs shall not be separated by more than 4 inches.

(vi) Push-to-Talk (PTT) Operation

(A) Separate transceiver PTT switches shall be provided for each required operator (i.e. PIC, SIC/observer, and instructor). PTT switches for non-Pilots shall not be located on the flight controls.

(B) Desired item (not required): For Type I, II, and III Air Tactical aircraft, it is desired that, in addition to the above PTT switches, the ATGS/SIC position have PTT switches located on a coiled 3 foot handheld cord with large clip (Comm Innovations CIX016VG0K3-6P or equivalent) mounted adjacent to the ATGS/SIC earphone/microphone jacks. The coiled cord shall use a 6 pin MS3116A10-6P type connector with pin assignments of: Pin A-Audio Lo, pin B-Mic Hi, pin C-Mic Lo, pin D-Audio Hi, pin E-Transceiver PTT, pin F-ICS PTT. In lieu of the above 3 foot cord, the Contractor may provide a remote controller with individual transceiver PTT & ICS PTT on a coiled cord.

(C) Aircraft requiring a supplemental radio kit shall have a JJ-033 type jack, located in the cockpit by the PIC or SIC/observer, capable of remotely operating PTT on installed aircraft transceivers via the transmitter selector on the PIC's audio control panel. The JJ-033 type jack shall not be separated by more than 4 inches from a JJ-034 jack operating through the same audio control panel.

(5) INTERCOMMUNICATION SYSTEM (ICS)

(i) Ability for all required positions to communicate using JJ-033 and JJ-34 type jacks for headsets. Hot mic controlled via an activation switch or voice activation (VOX) shall be provided. ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The PIC shall have an ICS isolation capability. Performance specifications for the ICS system are specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST

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STANDARDS. For a copy of FS/AMD A-24, visit
www.nifc.gov/NIICD/documents.html

C-9 AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

- (a) All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all manufacturers' specifications and applicable Federal Aviation Regulations contained within 14 CFR.
- (b) Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.
- (c) Antennas shall be polarized as required by the avionics system and have a VSWR less than 3.0 to 1.
- (d) All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.
- (e) Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html.
- (f) Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.
- (g) Avionics equipment mounting location and installation shall not interfere with crew or passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

C-10 OPERATIONS

(a) General

- (1) Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR 39, 43, 61, 91, 135 (including those portions applicable to civil aircraft) and each certification required under this agreement unless otherwise authorized by the CO.
- (2) A Government Representative, Aviation Manager or Flight Manager may inspect the Pilot's Interagency Airplane Pilot Qualification Card for currency before any flight. The Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

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(b) Pilot Authority and Responsibilities

(1) The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The Pilot shall comply with the directions of the Government, except when in the Pilot's judgment compliance will be a violation of applicable federal or state regulations or agreement provisions. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.

(2) The Pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations.

(3) A takeoff performance briefing shall be conducted daily and will contain the following elements based on the forecasted worst case environmental conditions:

(i) Takeoff distance required vs. runway available.

(ii) Climb performance to include single engine if operating a multi-engine aircraft.

(iii) A subsequent takeoff performance briefing will be conducted if during the day a takeoff is performed from an airport with a higher density altitude than originally planned.

Under no circumstances will a takeoff be attempted if existing environment conditions at takeoff cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilots Operating Handbook (POH).

(4) No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially cause damage, injury, or obstruct the operation of equipment or personnel.

(5) Pilots will use an approved 14 CFR 135 cockpit checklist for all flight operations.

(6) Single Engine Aircraft shall not operate in known instrument meteorological conditions (IMC).

(7) Cell Phone Use. Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

(8) Smoking is prohibited within 50-feet of fuel servicing vehicle, fueling equipment, or aircraft.

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(9) Aircraft Engine(s):

- (i) Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.
- (ii) Aircraft shall not be refueled while engines are running, propellers turning, or with passengers on board.
- (iii) The Pilot shall not leave the cockpit of an aircraft unattended while the engine(s) are running.

(10) Night Flying/Operations. Only multi-engine aircraft are approved for transporting passengers and/or cargo at night. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

- (i) Notwithstanding the FAA definition of night in 14 CFR Part 1, Sec 1.1; for ordered flight missions that are performed under the agreement, night shall mean: 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.
- (ii) Single engine aircraft flights at night are authorized only for ferry and cargo carrying missions at the Contractor's option and in accordance with 14 CFR 91.

(11) Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable):
(Note: Pilots shall refer to Five Steps to a Safe Flight card (FS 5700-16/AMD-103))

- (i) Use of seat belts and/or shoulder harness
- (ii) Ingress/Egress procedures
- (iii) Emergency Locator Transmitter (ELT)
- (iv) Oxygen system
- (v) No smoking within 50-feet of the aircraft
- (vi) First Aid Kit
- (vii) Survival Kit
- (viii) Personal Protective Equipment
- (ix) Location and use of Fire Extinguisher
- (x) Takeoff and climb performance (C-10.B.3)
- (xi) Emergency fuel and electrical Cut-Off Procedures

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(12) Flight Plans

Pilots shall file, open, and operate on a FAA, ICAO, or a USDA-FS approved flight plan for all flights. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

(13) Flight Following

Pilots are responsible for flight following with the FAA, International Civil Aviation Organization (ICAO), or in accordance with USDA-FS approved flight following procedures including Automated Flight Following (AFF).

(14) Manifesting

Prior to any takeoff, the PIC shall provide the appropriate USDA-FS dispatch office/coordination center with current passenger and cargo information.

(15) Transportation of Hazardous Material (HazMat)

(i) Aircraft may be required to carry hazardous materials in accordance with 49 CFR. Such transportation shall be in accordance with DOT Special Permit and the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068).

A copy of the current permit and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this special permit.

(ii) It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this special permit receive training on the requirements and conditions of this handbook/guide (**Interagency Aviation Training (IAT) Module A-110**). Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.

(iii) The Pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The Pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where the type and quantity of the materials do not change, repeated notification is not required.

(iv) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172.

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C-11 PERSONNEL

Pilot Experience Requirements:

The PIC shall hold a currently valid FAA commercial or higher Pilot certificate with current instrument rating. In addition, the Pilot shall also have logged flight time as PIC in fixed-wing aircraft of at least the following minimum amounts:

(a) Flight Hours Experience

All Airplanes	Flying hours
Total time	1500
Pilot-in-Command total	1200
Pilot-in-Command, as follows:	
Category and class to be flown	200
Fixed wing – preceding 12-months	100
Cross Country	500
Operations in low level mountainous terrain*	200
Night	100
Instrument – in flight	50
Instrument – actual/simulated	75
Make & Model to be flown	25
Make & Model - preceding 12 months	10

*Low level mountainous terrain is flight at 2500 feet AGL and below in terrain identified as mountainous in 14 CFR 95.11 and depicted in the Aeronautical Information Manual (AIM) Figure 5-6-3.

(b) Each PIC shall every 3 years, pass a Government evaluation ride not to exceed 2-hours given by an Agency Pilot Inspector.

(c) Backcountry Airstrips (Category IV):

Pilots flying into backcountry airstrips must have a Backcountry airstrip (Category IV) endorsement on their Pilot Qualification Card and meet currency requirements for backcountry airstrips.

(1) Initial Endorsement:

- (i) Minimum of 200-hours pilot experience in mountainous terrain and density altitudes and takeoffs/landings into Backcountry airstrips.
- (ii) Pass an initial Backcountry airstrip flight check performed by a FS Inspector Pilot.

(2) Currency:

- (i) Pilots must complete a minimum of 5-takeoffs/landings at 2 different FS classified Backcountry airstrips (Category IV) in the preceding 12 months.
- (ii) Pilots are restricted from operating at Backcountry airstrips, which they have not landed at within the preceding 24 months.

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Prior to dispatching a Pilot into a Backcountry airstrip the designated Company Check Pilot or Contractor will brief the Pilot on the hazards associated with the airstrip and verify that the Pilot meets initial, recurrent and 12-month specific Backcountry airstrip (Category IV) requirements.

Individual National Forests may have specific requirements for a particular airstrip. The appropriate dispatch office should be contacted to obtain current airstrip information. Before dispatching an aircraft into a Backcountry airstrip, a Pilot shall meet special requirements and the mission shall be coordinated with the local Forest.

Backcountry airstrips are restricted by the Forest Service to daytime VFR flight only. Use authorization shall be obtained from the appropriate dispatch office. Pilots shall have an endorsement on their Interagency Airplane Pilot Qualification Card

The Contractor shall provide the CO a list of Backcountry airstrips for which each Pilot is authorized.

(d) The PIC shall be capable of performing basic programming functions and operations of Contractor installed aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel positions. The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios, and GPS.

(e) All Pilots shall possess a current Class I or Class II FAA medical certificate.

(f) All Pilots shall possess and carry a current Interagency Airplane Pilot Qualification Card or Point-to-Point Only Pilot Qualification Card, in accordance with the Schedule of Items.

(g) All Pilots shall speak English fluently.

(h) Two Pilots may be required on all aircraft engaged in IFR missions. Pilots in addition to the PIC shall meet the following requirements:

- (1) Hold current FAA commercial pilot certificate.
- (2) Have current FAA instrument rating.
- (3) Have valid FAA multi-engine rating.
- (4) Current 14 CFR Part 135 equipment check.

C-12 CONDUCT AND REPLACEMENT OF PERSONNEL

All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures as well as adherence to the USFS Aviation Management 5700 Manual by all personnel engaged in aviation operations. The USFS Aviation Management 5700 Manual can be obtained at the following internet address under publications:

http://www.fs.fed.us/fire/aviation/av_library/index.html

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Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract. It is extremely important that inappropriate behavior be recognized and dealt with promptly.

(a) Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident or work site. Possession or use of these substances will result in the contractor being released from the incident or work site. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

(b) Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities.

(c) The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer or Contracting Officer Representative deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any Government-owned or leased property.

C-13 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The CO or Agency Inspector Pilot may suspend a Contractor pilot who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a Pilot operating under this agreement shall be suspended from performing Pilot duties under this agreement and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the investigation outcome.

(c) Upon involvement in an Incident with Potential as defined under mishaps, a Pilot operating under this agreement may be suspended from performing Pilot duties under this agreement and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the incident investigation outcome.

(d) When a Pilot is suspended, and when requested, the Interagency Pilot Qualification Card(s) shall be surrendered to the CO or Agency Inspector Pilot. Suspension will continue until:

(1) The investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification Card(s) is returned to the Pilot.

OR

(2) Revocation action to cancel the interagency pilot-authorization(s) is taken by the issuing agency in accordance with agency procedures.

SECTION C DESCRIPTION / SPECIFICATIONS

C-14 SUBSTITUTION/REPLACEMENT or ADDITION OF AIRCRAFT

(1) If an aircraft is due scheduled maintenance or requires maintenance to correct any deficiencies to the aircraft, the contractor may substitute or replace the aircraft with a carded aircraft equal to or greater than the awarded performance at no cost to the government to include positioning of replacement aircraft. Flight time, availability or standby **shall not** be paid to facilitate replacements or substitutions. The contractor is required to give three (3) days' notice for substitution of aircraft for required maintenance, other substitutions or replacement request will be on a case by case basis. All requests for substitutions or replacements shall be coordinated with the Regional Maintenance Inspector and the Contracting Officer. Final approval must be obtained and documented from the CO on all substitutions and replacements. Once approval is obtained the contractor **shall** notify the ordering dispatch office of the substitution or replacement.

(2) After agreement award no additional aircraft shall be added.

C-15 RELIEF PILOT

The Contractor may furnish a relief crew to meet the days off requirement in accordance with the 'Flight Hour and Duty Limitations' clause. Approval to furnish relief crews and costs for transporting relief crews will be approved in advance by the CO. Approval will be noted on the payment invoice in the remarks section.

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Commercial flight time to and from the Assigned Work Location as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.

(a) Duty shall include flight time, ground duty of any kind, and standby or alert status at any location. This restriction does not include "on-call" status outside of any required rest or off-duty periods.

(b) Flight time shall not exceed a total of 8-hours per day.

(c) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, Pilots shall have a minimum of 10-consecutive hours off duty immediately prior to the beginning of any duty-day.

(d) Flight crewmembers accumulating 36 hours of flight time in any 6 consecutive days or less are required to have the following day off. Maximum cumulative flight hours shall not exceed 42 hours in any 6 consecutive days.

(e) Within any 24-hour period, flight crewmembers shall have a minimum of 10 consecutive uninterrupted hours off duty immediately prior to the beginning of any duty day.

SECTION C **DESCRIPTION / SPECIFICATIONS**

- (f) During any 14 consecutive day period, flight crewmembers shall be off-duty for two 24-hour periods from the time of last duty. The 24-hour off-duty periods need not be consecutive.
- (g) Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.
- (h) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.
- (i) Two-Pilot crews flying point-to-point (airport to airport, etc.) shall be limited to 10 flight hours flight time in any duty day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).
- (j) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- (k) When Pilot acts as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.
- (l) Relief, additional, or substitute Pilots reporting for duty under this Agreement shall furnish a record of all duty and all flight hours during the previous 14 days.

C-17 ACCIDENT PREVENTION AND SAFETY

- (a) The Contractor shall furnish the CO with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to Pilot and maintenance personnel performance, aircraft airworthiness or operations.
- (b) Following the occurrence of a mishap, the CO or their designee shall evaluate whether noncompliance or violation of provisions of the agreement, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.
- (c) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the agreement. When the CO and Contract Compliance Inspection Team determines the Contractor's safety program will not adequately promote the safety of operations, the Government may cancel the agreement as provided in Section C-24 Agreement Period of Performance.

Examples of such programs are:

- (1) personnel activities,
- (2) maintenance,
- (3) safety,
- (4) compliance with regulations.

SECTION C **DESCRIPTION / SPECIFICATIONS**

(d) The Contractor shall fully cooperate with the CO and the Contractor Compliance Inspection Team in the fulfillment of this paragraph. The CO may suspend performance during the evaluation period used to determine cause as stated above.

C-18 MISHAPS

(a) Reporting

(1) The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the USDA-FS when an "Aircraft Accident" or NTSB reportable "Incident" occurs within any company operations, whether under the agreement or not. Also, the USDA-FS shall immediately be notified when an "Incident with Potential" occurs.

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is

1-888-4MISHAP(1-888-464-7427)

The ASM may be contacted during normal work hours by calling (208) 387-5607

(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the USDA-FS with the information necessary to complete a NTSB Form 6120.1/2.

(2) The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the USDA-FS a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.

(3) Blank SAFECOMS and assistance in submitting SAFECOMS can be obtained from the USDA-FS. SAFECOMS may be submitted electronically at www.safecom.gov

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident with Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

(2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

SECTION C

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(d) Investigation

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Agreement. Further, the Contractor fully agrees to cooperate with the USDA-FS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USDA-FS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft shall be readily available to the mishap investigation team.

(e) Related Costs

The NTSB or USDA-FS shall determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-availability, and return transportation of any items disassembled by the USDA-FS.

(f) Search, Rescue, and Salvage

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

C-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum PPE for flights shall consist of non-synthetic (natural fiber) materials or Nomex, shoes or boots that fully cover the feet, and long pants that overlap the shoes when in the seated position. Long sleeve shirts are recommended. During the course of work under this agreement, the Contractor's personnel may be required to wear additional or supplemental personal protective equipment when such equipment is mandated by the local user unit's policy.

C-20 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.212-4 (a), the following is added:

(a) Pre-Use Inspection of Equipment and Personnel

(1) After award of the BOA, and any renewal, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at the designated home base location listed in Section B-3.

(2) The aircraft and Pilot(s) will be made available for inspection as scheduled by the government.

(3) At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.

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(4) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.

(5) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).

(6) The items described below shall be made available at the pre-use or renewal inspection:

(i) Certificates/Agreement

(A) Copy of 14 CFR 135 Operations Specifications (as applicable).

(B) Complete copy of the Basic Ordering Agreement, including modifications with each aircraft.

(ii) Pilot(s)

(A) Completed Airplane Pilot Qualifications and Approval Record Form (FS-5700-20) and Pilot log books.

(B) FAA Pilot certificates.

(C) Current FAA Pilot medical certificate.

(D) Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3). Category aircraft requiring two pilots, competency proficiency checks per 14 CFR 61.

(E) The Contractor shall ensure that each Pilot reviews the agreement and receives a briefing from a Forest Service Pilot Inspector and signs the USDA Forest Service Aviation Operations Briefing: Fire Pre-Season Operations Guide for Fixed-Wing Pilots and Aircraft.

Current signed briefings shall be in receipt of the CO prior to operating under the agreement and annually thereafter. Signed briefings will be maintained with the pilot approval records.

(F) Each Pilot shall be reevaluated every three years and/or at the discretion of the government.

SECTION C DESCRIPTION / SPECIFICATIONS

(G) Pilots will be evaluated in accordance with the Interagency Airplane Pilot Practical Test Standards Guide. The most recent guide can be found at

http://oas.doi.gov/library/handbooks/library/FW_PTS_Approved_Final_2012.pdf

(iii) Equipment

(A) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation.

(B) Aircraft maintenance records.

(C) A&P Mechanic available.

(D) Additional Equipment as offered.

C-21 PRE-USE INSPECTION EXPENSES

(a) All operating expenses incidental to the inspection shall be borne by the Contractor.

(b) Pilot evaluation flights may require up to 2-hours of flight time for each Pilot as deemed necessary by the Agency Inspector Pilot. All evaluation flights shall be performed in a carded aircraft of like make and model furnished for the agreement.

(c) Documented discrepancies on the initial inspection shall be corrected within thirty (30) days of inspection unless coordinated with the Regional Maintenance Inspector. Failure to correct discrepancies within thirty (30) days will result in aircraft re-inspection and subsequent re-inspection costs **shall be** borne by the contractor.

C-22 RESERVED

C-23 INSPECTIONS DURING USE

(a) At any time during the agreement period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

(b) Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.

(c) When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

SECTION C

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C-24 RESERVED

C-25 AUTHORIZED ORDERING ACTIVITIES

The geographic area coordination center and forest dispatch office(s) are authorized to place orders under the Basic Ordering Agreement. Contractors shall not accept orders from any other source.

C-26 ORDERING PROCEDURES

(a) Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. Orders to the Contractor shall be issued in writing and may include the following type of information:

- (1) Order number
- (2) Ordered aircraft by Contract Item and/or N-Number
- (3) Date of flight
- (4) Estimated time of departure
- (5) The ordered duty hours, if applicable
- (6) Flight point of origin
- (7) Flight destination
- (8) Passenger/cargo manifest
- (9) Flight description
- (10) Flight-following arrangements and agency radio frequencies
- (11) Known flight hazards
- (12) PPE requirements

(b) The Government does not guarantee the placement of any orders for service under this Agreement and the Contractor is not obligated to accept any orders. When the Government places an order for services, if the Contractor elects to accept the order, either through written acknowledgement or commencement of performance, a Contract will thereby be established. This Contract will include all of the terms and conditions called out under this BOA.

C-27 POINT OF HIRE

Point of Hire shall be the Contractor's Home Base as specified in Section B or the location of aircraft at time of hire.

C-28 ASSIGNED WORK LOCATION(S)

The Assigned Work Location will be determined at the time the order for services is placed.

SECTION C

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C-29 STANDBY

- (a) Standby shall apply when aircraft and Pilots are available and are ordered by the government. Standby shall be paid at the appropriate rate specified in the Schedule of Items as per the following terms:
- 1) Ordered Standby (Incident): Ordered standby will be utilized for Incident orders. Incident orders are characterized by additional pilot skills/aircraft requirements and, during the period of activation, require response in no more than 15-minutes.
 - 2) Project Standby (Project): Project Standby will be utilized for Project orders. Project orders are generally characterized by lesser requirements than Incident orders, and do not have a specific capability to respond time during the activation.
 - 3) The type of order (Incident or Project) should be specified in the order. If no type is specified, it shall be considered an Incident Order.
- (b) No standby will be paid outside of the standby period. On the first and last day of an assignment, no standby will be accrued prior to arrival at or after departure from the assigned work location
- (c) Standby will not exceed the Pilot's duty day.
- (d) Standby will be recorded in hours and minutes.
- (e) Standby will not be paid:
- (1) During actual flight hours;
 - (2) Anytime aircraft and/or Pilot(s) are unavailable; or
 - (3) When required to remain overnight at locations other than Home Base, before 0900 or after 1800 local time, unless specifically ordered.
 - (4) On point to point flights, standby time will be paid when aircraft and pilot are required to wait more than 30 minutes for passenger(s) arrival at pickup or departure point. This does not include loading and unloading of baggage or cargo.

C-30 PAYMENT FOR FLIGHT

Flight Time Measurement

- (a) Payment for flight time will be made only when flight is properly ordered by designated personnel. Payment will be made based upon the applicable rate specified in the Schedule of Items. Unless otherwise agreed upon, ordered flights will originate and/or terminate at the Contractor's Home Base specified in the Schedule of Items.

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(b) No flight time shall be paid for loading, unloading, refueling, or warm-up operations. Flight time will be computed in hours and tenths as recorded on the flight hour meter and entered on the payment invoice. In the event that the flight hour meter malfunctions during flight, clock time may also be used. Clock time will begin at the start of the takeoff roll and end when the aircraft comes to rest at the parking or unloading area. Flight time will be entered in ABS (Flight Use Report).

(c) Flight (ferry) time of aircraft to and from the Contractor's Home Base or alternate location will be paid at the flight rate specified in the Schedule of Items.

(d) The Government does not guarantee any flight time.

C-31 PAYMENT FOR CANCELLED, DELAYED OR SHORT DURATION FLIGHT

(a) If the Government cancels an ordered flight less than 3-hours prior to the scheduled departure time, the Government shall pay a sum equal to 1-hour flight time unless the flight is reordered and flown during the date initially requested.

(b) If a flight is delayed by the Government, Standby will be paid.

(c) No payment will be made under this clause when the delay or cancellation is the result of weather.

(d) Flight(s) of less than one hour duration during a day shall be paid at a sum equal to the actual flight hours or a minimum of one hour flight time, whichever is greater.

C-32 CONTRACTOR STAND-DOWN OR DEACTIVATION

(a) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer, when the Contractor implements a stand-down or when the Contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this contract. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

(b) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s). Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

(c) The contractor must also comply with all requirements of C-17 Accident Prevention and Safety and C-18 Mishaps.

SECTION C DESCRIPTION / SPECIFICATIONS

C-33 RESERVED

C-34 RESERVED

C-35 FOOD AND DRINK

During days of high incident activity when the Government deems it necessary to provide food and drink refreshments to flight crews for sustained operations, the Government will furnish such items at Government expense.

C-36 MISCELLANEOUS COSTS TO THE CONTRACTOR

Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the BOA may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, airport use costs (tie-downs), and rental car use if Government transportation is not available. Rental car expenditure shall be authorized prior to commitment and documented on the FS-6500-122 accordingly. Supporting itemized paid receipts shall be provided to the CO or COR. Claims for reimbursement shall be documented on the FS 6500-122 (Flight Use Report) at the time incurred.

C-37 PAYMENT FOR OVERNIGHT ALLOWANCE

(a) The Contractor shall receive an overnight allowance for each Pilot for each night that the Government requests the Pilot to stay at a location other than the Home Base. The Government will pay the Contractor the **actual cost of lodging** up to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR). Rates are available at: www.gsa.gov/perdiem

(b) Overnight allowance will not be paid when the aircraft is assigned to its Home Base.

(c) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

(d) The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor.

(e) The Contractor's lodging will be paid only when lodging is not furnished by the Government. If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor. When the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(f) The Contractor may claim overnight expenses using either of the two following methods:

(1) Reimbursement of actual lodging cost up to the Standard Rate including lodging taxes shall require lodging receipts to be submitted with the Flight Use Report. M&IE rate shall be based on the FTR rate.

SECTION C DESCRIPTION / SPECIFICATIONS

(2) If lodging rates are not available at the FTR rate, the flight use report shall be documented accordingly. Documentation and supporting itemized paid receipts will be provided to the CO, upon request

(g) The Flight Use Report shall clearly show the **county or city** where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

(h) In the event that FTR rate(s) are not available, the Government shall be notified and the Flight Use Report documented accordingly.

C-38 PAYMENT PROCEDURES

(a) All flight time, Standby, and other authorized daily expenses shall be entered electronically by the COR through the Aviation Business System (ABS) for payment processing. Payments will be made semi-monthly for services approved. The daily invoices will be "bundled" every two weeks by the COR for submission to Albuquerque Service Center (ASC) via ABS for payment. If the vendor makes any changes on the invoices, the invoices will be returned via ABS to the COR to approve or reject the changes. Changed invoices as accepted or rejected by the COR are submitted to ASC for payment. If the COR rejects the vendor changes, the vendor may submit the additional charges in writing to the COR as a claim. The FS-6500-122 may be used as a backup to record authorized daily charges for submission into ABS.

(b) To prepare for access to ABS, please request an e-authentication user name and password by accessing <http://www.fs.fed.us/business/abs/index.php>. Help desk support is available at (866) 224-7677. Your e-authentication username and password serve as your electronic signature.

C-39 PERFORMANCE BY GOVERNMENT-FURNISHED PILOT

(a) General

(1) The following provisions shall apply to the performance of work under the BOA, on an intermittent and short term basis, when the utilization of a qualified Government Pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.

(2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO. Government pilots must complete the operators CFR 14 135 training and be listed on the insurance policy of the vendor.

(3) Government Pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals.

(4) Appropriate records to establish the qualifications and experience of the Government Pilot will be furnished to the Contractor upon request.

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- (5) The Contractor may conduct check rides and/or training of Government Pilots for familiarization in the Contractor's aircraft. The cost of check rides and flight training, if required, will be borne by the Government.
- (6) Approval of a Government Pilot to perform work under the agreement rests solely with the Contractor.
- (7) The Loss, Damage, or Destruction clause, is applicable to this agreement when the Contractor authorizes performance by a Government Pilot.
- (8) The payment provisions of the agreement remain unchanged.
- (9) Shall not function as Contractor's scheduled relief Pilot.
- (b) Loss, Damage, or Destruction
- (1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this agreement except as provided in (4)(i) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this agreement, and any extension thereof, hull insurance acceptable to the CO. The Contractor's insurance coverage shall apply to Pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government Pilots by name and qualification who are potential Pilots.
- (2) Prior to the commencement of work hereunder, the Contractor shall furnish the CO a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.
- (3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this agreement, the name and address of the Contracting Office, the policy, and the insured.
- (4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:
- (i) In-Motion Accidents - Up to 5 percent of the current insured value of the aircraft stated in the policy.

SECTION C DESCRIPTION / SPECIFICATIONS

C-40 DEFINITIONS

As used throughout this agreement, the following terms shall have the meaning set forth below:

Additional Personnel. Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the aircraft (not to be confused with a relief Pilot furnished by Contractor to replace primary Pilot).

Air Tactical. Special mission flights above 500 feet AGL involving the aerial airspace management and use of aviation resources.

Aircraft Accident. An occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Aircraft Make and Model. A specific make and basic model of aircraft, including modification; e.g., a Cessna 206

Aircraft Make, Model, and Series. A specific make, model, and series of aircraft including modification (e.g., a Cessna 310 is not the same make, model, and series as a Cessna 337).

Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

Alert Status. A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the CO to do so.

Assigned Work Location. A location other than the Home Base, established to permit operation from vicinity of a project area.

Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Call-When-Needed. A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in Government procurement agreements. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

Cargo. Any item that is not an occupant or part of the aircraft carried by the aircraft.

Backcountry Airstrip. These are mountain/remote airstrips (Category IV) and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

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Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon.

Contractor. An operator being paid by the Government for services.

Crew Member. A person assigned to perform duties in an aircraft during flight time.

Cruising Speed, Service Ceiling, and Cruising Range. Shall be the same as applied by the CAB and FAA, United States Department of Transportation and the aircraft manufacturer.

Empty Weight. The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Equipped Weight. Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by the agreement (i.e., survival kit).

The aircraft equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Fatal Injury. Any injury, which results in death within 30-days of the accident.

Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight. Movement of the aircraft under its own power from point-to-point without passenger(s) or cargo.

Fire Reconnaissance. Special mission flights above 500 feet AGL involving the detection of fires.

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under the agreement to the Government.

Flight Manager. Designated Government Representative for all passengers on a flight.

Fully Operational. Aircraft, Pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the aircraft both on the ground and in the air.

Fully Rated Capacity. The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.

Gross Weight. The loaded weight of an aircraft. Gross weight includes the total weight of the aircraft, the weight of the fuel and oil, and the weight of the entire load it is carrying.

SECTION C

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Ground Mishap, Aircraft. An aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring first aid or medical attention.

Hazard. Any condition, act or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Home Base. The home base shall be the primary address listed on the FAR 135 Air Carrier Operating certificate issued by certificate holding FAA District Office.

Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate serious potential for substantial damage or injury.

Instrument Flight Rules (IFR). As defined in 14 CFR 91.

Internal Cargo Compartments. An area within the aircraft specifically designed to carry cargo.

Law Enforcement. Those duties carried out by agency personnel together with personnel from cooperating agencies, to enforce various Federal laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy and others). Other activities can include those that are illegal under the antiquities acts and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally).

Life-Threatening. A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

Maximum Certificated Gross Weight: Maximum certificated gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, cargo, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Medical Attention. An injury, less than serious, for which a physician prescribes medical treatment and makes a charge for this service.

Mission Use. The use of an aircraft that in-itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as lead plane, smokejumper/Para cargo, aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

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Mishap, Aviation. Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, and aircraft maintenance deficiencies.

Mountain Flying. Conducting flight operations that require special techniques including take offs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

Mountain/Remote Airstrips. These are Backcountry airstrips and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

Night Operations. For ordered flight missions that are performed under the agreement, night shall mean: 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

Occupant: Any crew or passenger that is aboard an aircraft.

Operating Agency. An executive agency or any entity thereof using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Passenger Seating Capacity. Number of passenger seats excluding Pilot(s).

Pilot-In-Command (PIC). The Pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point. Aircraft operations between any two geographic locations operationally suitable for takeoff and landing (airport to airport). A flight to a designated or defined Backcountry airstrip (Category IV) does not constitute a point to point flight.

Precautionary Landing. A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Resource Reconnaissance. Special mission flights above 500 feet AGL involving observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

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SAFECOM. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Serious Injury. Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, Backcountry airstrips (Category IV), and other missions requiring special qualifications, training, and/or equipment.

Substantial Damage. Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

Useful Load. The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.

Visual Flight Rules (VFR). As defined in 14 CFR Part 91.

C-41 ABBREVIATIONS

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
AFF	Automated Flight Following
AMD	Aviation Management Directorate (formerly OAS)
AMI	Aviation Maintenance Inspector
ASP	Aviation Safety Plan
ATC	Air Traffic Control
BOA	Basic Ordering Agreement
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative

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CWN	Call-when-Needed (Agreement)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FAR	Federal Acquisition Regulations
FHP	Forest Health Protection
FPMR	Federal Property Management Regulations
FS	Forest Service
FSS	Flight Service Station
GACC	Geographic Area Coordination Center
GPM	Gallons-Per-Minute
GPS	Global Positioning System
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
MEL	Minimum Equipment List
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PPE	Personal Protective Equipment
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
TFR	Temporary Flight Restriction
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSO	Stall Speed in a landing configuration
VSWR	Voltage Standing Wave Ratio

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ATTACHMENT 1 - WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION	
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON, D.C. 20210
Diane C. Koplewski	Division of Wage Wage Determination No: 1995-0222
Director	Determinations Revision No: 38
	Date Of Revision: 01/14/2015

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		28.36
(not set) - First Officer (Co-Pilot)		25.82
(not set) - Aerial Photographer		14.17

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.66 per hour, or \$66.40 per week, or \$297.73 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.02 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and

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subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

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ATTACHMENT 2 - CPARS EVALUATION FORM

<input type="checkbox"/> U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384	<input type="checkbox"/> U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030	EVALUATION REPORT ON CONTRACTOR PERFORMANCE "CPARS Compatible Format" SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)	
AGENCY / USER		CONTRACT NO.	
ADDRESS		CONTRACTOR	
CITY / STATE / ZIP		PERIOD OF PERFORMANCE	FROM <input style="width: 100px;" type="text"/> TO <input style="width: 100px;" type="text"/>
CONTRACT COR		LOCATION OF PERFORMANCE	
PROGRAM TITLE	AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/>		
	OTHER – specify <input style="width: 400px;" type="text"/>		
	AIRCRAFT TYPE		
CONTRACT EFFORT DESCRIPTION <i>(check all that apply)</i>	<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED <input type="checkbox"/> ON CALL		
	<input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE		
	<input type="checkbox"/> OTHER MISSION – specify: <input style="width: 300px;" type="text"/>		
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s). SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS			
1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.			
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS:			

SECTION C DESCRIPTION / SPECIFICATIONS

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS: 

3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory




COMMENTS: 

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS: 

SECTION C
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5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)	
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 	
6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.	
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 	
7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?	
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 	

SECTION C
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8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? ☐ yes ☐ No

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:



9. Other Areas:

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

10. Other Areas:

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

11. Other Areas:

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

12. Other Areas:

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature

SECTION C DESCRIPTION / SPECIFICATIONS

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

**SECTION D
CONTRACT CLAUSES**

D-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ www.usda.gov/procurement/policy/agar.html

D-2 ADDENDUM TO 52.212-4 (DEC 2014) CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.222-41 Service Contract Labor Standards (May 2014)
52.242-13 Bankruptcy (JUL 1995)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (MAY 2015)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

SECTION D
CONTRACT CLAUSES

- ☐ (5) [Reserved]
- ☒ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

**SECTION D
CONTRACT CLAUSES**

- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Oct 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

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- ☒ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ☐ (ii) Alternate I (Jun 2014) of 52.223-13.
- ☐ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ☐ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

☒ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ☒ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☒ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

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(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

D-4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

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(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

D-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Aircraft Pilot	GS-11	\$28.36

D-6 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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D-7 PROPERTY AND PERSONAL DAMAGE

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR and THE UNITED STATES OF AMERICA**.
- (d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this agreement, or growing out of direct performance of the agreement, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-8 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (ALTERNATE 1) (FEB 2012)

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –
- (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
 - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

**D-9 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM
(JULY 2010)**

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

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(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

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D-10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

D-11 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor's facility or other locations acceptable to both parties.

D-12 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of FAR 52.245-1 Government.

- (1) Miscellaneous Maintenance Records
- (2) US Government Intellectual Property
- (3) US Government furnished parts
- (4) Government Furnished Aircraft

D-13 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
 - (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

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(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

D-14 CONTRACTOR AUTHORIZED SIGNATURES

Contractor is to submit names, positions and contact information of all company individuals who are legally authorized to bind the company and sign contractual documents. Contractor is also required to advise and update the Contracting Officer whenever there are changes in these authorized individuals.

<u>ANDY TAYLOR</u>	<u>President</u>	<u>406-788-0268 cell</u>
Name	Position/Title	Phone

taylorav@mtintouch.net
Email

<u>KEVIN LEFURGEY</u>	<u>Chief Pilot</u>	<u>406-750-2313 cell</u>
Name	Position/Title	Phone

fly-kl@yahoo.com
Email

<u>Laura Wood</u>	<u>Accounts Recv.</u>	<u>406-622-5682</u>
Name	Position/Title	Phone

newfrontier@itstriangle.com
Email

D-15 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.